

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, S.W., SUITE 1900
ATLANTA, GEORGIA 30303-0307
Phone: (404) 546-1000
Web: www.atlsuppliers.com



SERVICE ORDER	
	52413421
	19-JAN-2024
Print Date	30-JAN-2024
Revision	1
Revision Date	30-JAN-2024
Release	19-JAN-2024
Buyer	Mounisa Easley
Buyer Phone #	(404)-546-1000

SUBMIT INVOICE TO: BILL TO ADDRESS

APPROVED

To:

Grayshift, LLC
931 Monroe Dr NE, Suite A102-3
Atlanta GA 30308 US

Bill To:

COA Dept Of Finance
Accounts Payable Division
68 Mitchell Street
Suite 6100
Atlanta, GA 30303
Email : apmailbox@atlantaga.gov

NOTE: YOU ARE RESPONSIBLE FOR ADHERING TO THE GENERAL TERMS AND CONDITIONS ATTACHED.

THIS SERVICE ORDER ("AGREEMENT") IS AUTHORIZED FOR USE FOR SMALL PURCHASES IN ACCORDANCE WITH SECTION 2-1190 – SMALL PURCHASES, OF THE PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES ("CODE") ONLY AND THEREFORE IS AUTHORIZED FOR A MAXIMUM PERIOD OF ONE (1) YEAR FROM THE EFFECTIVE DATE SET FORTH HEREIN ("TERM") FOR A NON-RECURRING MAXIMUM PAYMENT AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) PAYABLE TO SERVICE PROVIDER FOR THE SERVICES DESCRIBED HEREIN.

Line No.	Need by Date	Service Description	Service Fee	Line Total
1	2024-01-25	Forensic Extraction Tools for APD Criminal Investigation Division Ship To: City of Atlanta Central Warehouse 3493 Donald Lee Hollowell Parkway Atlanta GA 30331 US Department Contact: Yolonda Paschall 1-404-546-7238	\$50,595.00	\$50,595.00

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN OFFICIAL OF THE CITY OF ATLANTA, AND THIS MERCHANDISE IS PURCHASED FOR SUCH GOVERNMENTAL AGENCY AND IS TAX EXEMPT

DocuSigned by: <i>Jaiideep Majumdar</i>	30-JAN-2024
AUTHORIZED APPROVER	DATE

1

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Line No.	Need by Date	Service Description	Service Fee	Line Total
2	2024-01-29	Forensic Extraction Tools for APD Criminal Investigation Division - GrayKey License - Premier Extension Unlimited iOS and Android Extractions Ship To: City of Atlanta Central Warehouse 3493 Donald Lee Hollowell Parkway Atlanta GA 30331 US Department Contact: Yolonda Paschall 1-404-546-7238	\$19,795.00	\$19,795.00
3	2024-01-29	Forensic Extraction Tools for APD Criminal Investigation Division - GrayKey License - Premier Extension Unlimited iOS and Android Extractions Ship To: City of Atlanta Central Warehouse 3493 Donald Lee Hollowell Parkway Atlanta GA 30331 US Department Contact: Yolonda Paschall 1-404-546-7238	\$19,795.00	\$19,795.00

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TOTAL : 90,185.00

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AUTHORIZED APPROVER	DATE
	3

City of Atlanta Standard Service Order Terms and Conditions

1. Payment Procedures.

- 1.1 General. The Service Fee section on the face of this Service Order sets forth the hourly rates, reimbursable expenses and other compensable items payable to Service Provider (the "Charges") on behalf of itself or any Service Provider employee, agent, contractor, contract or temporary worker, or representative of any kind performing Services under this Agreement ("Service Provider Personnel"). The City of Atlanta will not be obligated to pay Service Provider any amount in addition to the Charges for the provision of the Services.
- 1.2 Invoices. Service Provider shall prepare and submit to the City invoices for payment of all Charges as set forth in paragraph 1.1 above no later than thirty (30) days following the month in which Services are rendered. Each invoice shall be in such detail and in such format as the City may reasonably require.
- 1.3 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 1.4 Disputed Charges. If the City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider shall use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

2. Service Provider Representations and Warranties.

As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

- 2.1 Authority. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
- 2.2 Professional Standards. The Services will be performed in a professional manner in accordance with the standards imposed by Applicable Law (defined below) and the practices and professional standards used in well managed operations performing services similar to the Services.

3. Data Security.

City of Atlanta Standard Service Order Terms and Conditions

3.1 Service Provider Data Security Obligations. To the extent that Service Provider accesses or processes any data received from or on behalf of City under this Agreement, Service Provider shall at all times:

- a. act only on the instructions of City;
- b. not transfer the data to another party without City's prior written consent;
- c. have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, disclosure, and damage of such data;
- d. immediately notify City upon any breach, potential breach, or unauthorized access to data;
- e. immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and
- f. upon City's request, facilitate City's interaction with governmental agencies.

3.2 Data Ownership. To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, all City data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to City by the Service Provider upon request or upon completion, expiration, termination, or cancellation of this Agreement. The foregoing sentence does not apply if the City's Chief Information Security Officer or delegate authorizes in writing the Service Provider to sanitize and/or destroy the data and the Service Provider certifies, in writing, that the sanitization and/or destruction of the data has occurred. Within ninety (90) calendar days following any remittance of City data to City, Service Provider shall, unless otherwise instructed by City in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization, or destruction of data will be at the Service Provider's sole cost and expense.

3.3 Information Security Program. Service Provider has an established written information security program ("ISP") containing appropriate administrative, technical, and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with Applicable Laws.

4. Data Security Incident.

4.1 Notification. If the above Data Security sections above apply and Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City's Personal Information (an "Incident"), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall notify City of an Incident as soon as reasonably possible, but in no event later than seventy-two (72) hours.

4.2 Other Service Provider Data Security Incident Obligations. In addition to section 4.1 above, in the event that an Incident is the result of the failure of Service Provider to comply with the terms of this Agreement, Service Provider shall, to the

City of Atlanta Standard Service Order Terms and Conditions

extent legally required or otherwise necessary, notify the individuals of potential harm, and bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishing a call center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) if applicable based on the nature of the Incident, one (1) year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.

- 4.3 City Data Policies. If applicable Service Provider shall comply with Code §2-234.1 and any additional City policies regarding the access, use, storage of data and other sensitive security information stored, maintained, or otherwise owned by the City and shall ensure that all employees, subcontractors, agents, and partners comply and adhere to the same.

5. Compliance with Laws.

5.1 General. Service Provider will perform the Services in compliance with all federal, state or local statutes, laws, ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those applicable laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider Personnel; (c) the Agreement; or (d) the performance of the Services under this Agreement ("Applicable Law").

6. Confidential Information.

6.1 Service Provider acknowledges that City is subject to the Georgia Open Records Act, O.C.G.A. §50-18-70, et. seq. (the "Open Records Act") and that confidential information provided to the City will be subject to the requirements of the Open Records Act. To the extent that Service Provider considers information to be a trade secret, it shall comply with the requirements of the Open Records Act with respect to identification of trade secret information.

7. Audit and Inspection Rights.

7.1. Service Provider shall maintain complete and accurate books, records and accounts to support and document performance under this Agreement by Service Provider and Service Provider Personnel ("Service Provider Records"). Service Provider shall keep, at no additional cost to the City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by law, if longer. The Service Provider Records may be inspected, audited and copied by City representatives during normal business hours and at such reasonable times as the City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel, reveal that the City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to the City interest on the overpayment amount at the

City of Atlanta Standard Service Order Terms and Conditions

rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to the City by Service Provider.

8. Indemnification by Service Provider.

8.1 General Indemnity. Service Provider shall indemnify and hold the City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) to the extent caused by or resulting from the negligence, reckless, or intentionally wrongful conduct of Service Provider or Service Provider Personnel in the performance or nonperformance of Services under this Agreement, arising from:

- (a) any actual, alleged, threatened or potential violation of any Applicable Law by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
- (b) death of or personal injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Service Provider Personnel acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (c) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Service Provider Personnel.

9. General.

9.1 Governing Law. The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

9.2 Jurisdiction and Venue. The parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

9.3 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

9.4 Non-Exclusivity. This Agreement is not exclusive. During the Term of this Agreement, the City reserves the right to select other Service Providers, vendors and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.

9.5 Further Assurances. Each Party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this Agreement.

9.6 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

City of Atlanta Standard Service Order Terms and Conditions

9.7 Independent Service Provider. Service Provider is an independent Service Provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.

9.8 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other person any rights, benefits, remedies, obligations or liabilities.

9.9 City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs and requirements set forth in the Code in the performance of the Services.

10. Entire Agreement. This is the entire Agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations or agreements, oral or written, between the parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each party's authorized representative. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

11. Unauthorized Goods or Services. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider acknowledges that if Service Provider provides goods or services to the City in excess of any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.